

DRAWINGS

Formal Drawings

The objections to the drawings as filed have been noted. Formal drawings are submitted herewith to alleviate these objections. In particular, the addressable memory has been renumbered 3122. Reconsideration of the objection to the drawings is respectfully requested.

REMARKS/ARGUMENTS

Status

Claims 4, 9, 12, 23, 24, 44 and 66 have been cancelled by the present amendment and claims 80-86 have been added. Claims 1-3, 5-8, 10, 11, 13-22, 25-43, 45-65 and 67-86, including independent claims 1, 45 and 61 will remain for further consideration.

Claim History

The Examiner rejected claims 1-79 under 35 U.S.C. § 101 as being directed to non-statutory matter. The Examiner rejected claims 1-6, 9, 14, 15, 17, 22-24 and 28 under 35 U.S.C. § 103 over Pham et al. in view of Hermann. The Examiner rejected claims 7, 8, 10, 11-13, 16, 18-21, 25, 27, 45-48, 50-53, 55-58, 60-63, 66-69, 71-74, 77 and 78 under 35 U.S.C. § 103 over Pham et al. in view of Hermann and in further view of Brown. The Examiner rejected claims 26, 29-36, 40-44, 54, 70 and 79 under 35 U.S.C. § 103 over Pham et al. in view of Hermann and in further view of Brown and Colwell et al.

More Clearly Defined

The claims in this application have been revised to voluntarily further clarify Applicant's unique invention. Applicant maintains that the claims as filed were patentable over the art of record. However, to expedite issuance of this application, reconsideration of the claims in light of the amendments and for the following reasons is respectfully requested.

35 U.S.C. § 101

The Examiner rejected claims 1-79 under 35 U.S.C. § 101, as being directed to non-statutory matter. This rejection is respectfully traversed.

As to claims 1, 45 and 61, there is no requirement that a forces an applicant to add machine or computer processing limitations to a claim to make the claim statutory. See *In re Lundgren* BPAI Case Nos. 2003-2088 (Sept. 28, 2005). Nor is there a “technological arts” requirement that the Applicant add machine or computer processing. *Id.* The invention need only produce a “useful, concrete and tangible result.” Here the result is a universal signature for digital data to provide a signature independent of the file format so that other programs can more easily interact with, transfer, archive and/or process the data. Therefore, the Applicant respectfully requests that the Examiner withdraw this rejection. See also *State Street Bank* and *AT&T v. Excel Communications*. (Citations omitted.)

35 U.S.C. § 103

The Examiner rejected claims 1-6, 9, 14, 15, 17, 22-24 and 28 under 35 U.S.C. § 103 over Pham et al. in view of Hermann. The Examiner rejected claims 7, 8, 10, 11-13, 16, 18-21, 25, 27, 45-48, 50-53, 55-58, 60-63, 66-69, 71-74, 77 and 78 under 35 U.S.C. § 103 over Pham et al. in view of Hermann and in further view of Brown. The Examiner rejected claims 26, 29-36, 40-44, 54, 70 and 79 under 35 U.S.C. § 103 over Pham et al. in view of Hermann and in further view of Brown and Colwell et al. These rejections are respectfully traversed.

The patent to Pham et al. shows a method and system for storing a group of files ("container") on a CD-ROM with a digital signature such that a further program ("NX Services") on an A Series computer can further translate the files to a form that can be understood by Windows NT or other platform. A digital signature is used to ensure no corruption in the files and to reform the files with the proper date, filekind, creation date, etc. Once the files are translated to the new platform, there is no teaching that the files remain signed or that the end user can view the signature information.

The current invention is to a system for providing an end user with a verifiably signed document that can be accessed or processed regardless of the format of the initial document or the application used by the end user. Many systems before have sent files encrypted and/or signed by a digital signature, but none provided the convenience of being able to attach multiple versions of the same file in a universal signature object and/or provide multiple signatures on the multi-version document in such a way that an end user can access and process the document irregardless of the applications used to create the data and/or view the data.

Claim 1, 45 and 61 as amended requires that the universal signature data contain a first and second version of the same data such multiple applications can view the signed data. By contrast, only the NX Services program can view ("unwrap") the CD-ROM data formed by the Pham et al. system. See for instance column 10, lines 25-29, "This container file can then be burnt ... so it can be transported anywhere to a second location, and then be loaded and unwrapped on the first platform (Unisys A-Series) to act like the original files." See also column 9, lines 59-62, "It should be noted that once the new file 23 has been placed on storage Disk B, 22, then by the use of the NX services system 50, this

new container file 23 can be transmitted to the NT system 30.” There is no indication that the created file 25 has a signature after unwrapping or that it has multiple versions for access by different programs. Only external programs such as the NX Services acting on the file create multiple versions. Unlike the present invention, the Pham et al. system shows wrapping to a universal “standard,” not wrapping to various formats which can be understood widely. In other words, Pham et al. shows converting the signed file to only one format, and teaches away from the “universality” of the present invention by teaching that the data must be converted to a “standard” before translation to the end format can be done.

While the Examiner may argue that the “container” contains various files within the container having different formats, this would not read on the present claim. The “digital data” can only refer to the “container” and cannot in one instance refer to the container and other instances refer to individual files. For instance, the recitation “the digital signature is a function of the digital data,” the digital data either refers to one file or to the whole collection of data since it refers to one block of data. Hence, when the recitation “at second version of the digital data” cannot now refer in Pham to one file as part of the data and a second file in the container as a second part of the data having different formats and stay within the ordinary meaning of the claim terms. Additionally, the Applicant would argue that all of the files are converted in the Pham application to one “standard” format that can be read by NX Services, and that each individual file within the container is disassembled during the process and unusable by any other program until it is “unwrapped” by NX Services, and therefore all of the files only have a single format.

Neither Brown nor Hermann nor Colwell cure this defect. Brown at best shows that a plurality of signers can sign a document since it applies only to a single document and does not mention that the document includes many versions of the underlying data. The Herrmann patent has no relation to Pham et al., but merely shows an active browser application that has instructions on how to find various portions of an executing document at locations around the Internet. There is no teaching or motivation for combining Herrmann with the CD-ROM of Pham, and especially to include such information in a signed document. Even if they were combined, the CD-ROM document of Pham would not be altered by Herrmann, only the NX Services program would be changed by Herrmann since it applies to “applications” and not “documents.” Likewise, Colwell applies to search and retrieval tools and not documents, and thus one skilled in the art would not be motivated to combine Colwell with Pham. Colwell merely says that a user can determine what viewer a file was created with and manually load this viewer at the same time that he loads the file, and the view will show up without closing the browser running a search engine. The user must manually look at the file extension of the file and determine what viewer should be loaded into the browser. This is quite different from teaching launching a viewer contained within the universal signature object based on information within the signed file, as in claim 25.

For at least these reasons, Pham et al. does not show claims 1, 45 and 61 of the present invention. Nor is there reason to combine the other references other than hindsight in view of the present invention, and even if combined, the references do not show the present invention. For at least these reasons these claims should be allowed over the art of record.

Claims 45 and 61 further recite authenticating the public key as being associated with the signatory. Merely using a public key does not necessary involve authenticating the public key. For at least these reasons, claims 45 and 61 should be allowed over the art of record as well as for the reasons above.

Claim 27 recites that an signing program within the universal signature object ("USO") Brown et al., even if combined with Pham et al., does not show placement of the signature program within the signed object. Further, the universal signature object can not be defined as the environment of the USO, such as the CD-ROM or a hard-drive or larger, otherwise the term becomes so meaningless that the entire world could be defined as the USO and it would be easy to show that each of the elements in the USO are found (unrelatedly) somewhere in the world. The USO of claim 1 is stored on a computer-readable medium (e.g., a CD-ROM or hard-drive), it is not the CD-ROM or hard-drive itself. Storing other applications on a CD-ROM alongside the USO is not the same as the USO having an signing program for modifying the universal signature. Therefore claim 27 should be allowable for at least this reason.

Claims 2-3, 5-8, 10, 11, 13-22, 25-43, 46-60, 62-65 and 67-86 depend from the above independent claims and should be allowable for at least the same reasons as the independent claims. It should be noted that each of the dependent claims contains additional limitations that further define the claims over the art of record.

Summary

Applicants have made a diligent and bona fide effort to answer each and every ground for rejection or objection to the specification including the claims and to place the application in condition for final disposition. Reconsideration and further examination is respectfully requested, and for the foregoing reasons, Applicant respectfully submits that this application is in condition to be passed to issue and such action is earnestly solicited. However, should there remain unresolved issues that require adverse action, it is respectfully requested that the Examiner telephone Robert N. Blackmon, Applicants' Attorney at 703-684-5633 to satisfactorily conclude the prosecution of this application.

Dated: December 9, 2005

Respectfully submitted,

Merek, Blackmon & Voorhees, LLC
673 S. Washington St.
Alexandria, Virginia 22314
Tel. 703-684-5633
Fax. 703-684-5637
E-mail: RNB@ BlackmonLaw.com

Robert N. Blackmon
Reg. No. 39494
Attorney/Agent for Applicant(s)

Claims 45 and 61 further recite authenticating the public key as being associated with the signatory. Merely using a public key does not necessary involve authenticating the public key. For at least these reasons, claims 45 and 61 should be allowed over the art of record as well as for the reasons above.

Claim 27 recites that an signing program within the universal signature object ("USO") Brown et al., even if combined with Pham et al., does not show placement of the signature program within the signed object. Further, the universal signature object can not be defined as the environment of the USO, such as the CD-ROM or a hard-drive or larger, otherwise the term becomes so meaningless that the entire world could be defined as the USO and it would be easy to show that each of the elements in the USO are found (unrelatedly) somewhere in the world. The USO of claim 1 is stored on a computer-readable medium (e.g., a CD-ROM or hard-drive), it is not the CD-ROM or hard-drive itself. Storing other applications on a CD-ROM alongside the USO is not the same as the USO having an signing program for modifying the universal signature. Therefore claim 27 should be allowable for at least this reason.

Claims 2-3, 5-8, 10, 11, 13-22, 25-43, 46-60, 62-65 and 67-86 depend from the above independent claims and should be allowable for at least the same reasons as the independent claims. It should be noted that each of the dependent claims contains additional limitations that further define the claims over the art of record.

Specification Objected to

The Applicant has amended the specification to further distinguish the addressable memory from the input device, namely, by changing the reference numeral to 3122 so that it is no longer the same as that of the input device. The drawings as noted above have been changed accordingly.

Summary

Applicants have made a diligent and bona fide effort to answer each and every ground for rejection or objection to the specification including the claims and to place the application in condition for final disposition. Reconsideration and further examination is respectfully requested, and for the foregoing reasons, Applicant respectfully submits that this application is in condition to be passed to issue and such action is earnestly solicited. However, should there remain unresolved issues that require adverse action, it is respectfully requested that the Examiner telephone Robert N. Blackmon, Applicants' Attorney at 703-684-5633 to satisfactorily conclude the prosecution of this application.

Dated: December 9, 2005

Respectfully submitted,



Robert N. Blackmon
Reg. No. 39494
Attorney/Agent for Applicant(s)

Merek, Blackmon & Voorhees, LLC
673 S. Washington St.
Alexandria, Virginia 22314
Tel. 703-684-5633
Fax. 703-684-5637
E-mail: RNB@ BlackmonLaw.com